



# UNITED STATES MARINE CORPS

MARINE CORPS BASE  
PSC Box 20004  
Camp Lejeune, North Carolina 28542-0004

BO 5760.3M  
MCCS

18 JAN 2001

## BASE ORDER 5760.3M

From: Commanding General  
To: Distribution List

Subj: PRIVATE ORGANIZATIONS

Ref: (a) DoD 1000.15 (NOTAL)  
(b) DoD 5500.7-R

- Encl:
- (1) Memorandum of Agreement (Insurance Required)
  - (2) Memorandum of Agreement (Insurance Not Required)
  - (3) Waiver of Liability and Assumption of Risk Agreement
  - (4) Authorized Support for Private Organizations
  - (5) Review Checklist for Private Organizations
  - (6) Sample Letter Requesting Establishment of Private Organization
  - (7) Sample Letter Requesting Establishment of a Private Religious Organization
  - (8) Sample Financial Statement

1. Situation. To set forth policy per reference (a), and provide instructions and guidance regarding the authorization and operation of private organizations aboard Marine Corps Base, Camp Lejeune, North Carolina, hereafter referred to as MCB.

2. Cancellation. BO 5760.3L.

3. Mission

a. Private organizations are self-sustaining and Non-Federal entities, incorporated or unincorporated, which are operated on DoD installations with the written consent of the installation commander or higher authority, by individuals acting outside the scope of any official capacity as officers, employees, or agents of the Federal Government. Private organizations are entities operated for the primary benefit and enjoyment of military personnel and their family members. The definition of private organization does not include nonappropriated fund activities, or private businesses authorized to do business aboard the base,

BO 5760.3M  
**18 JAN 2001**

pursuant to applicable regulations. It also does not include private religious organizations which are religious groups that augment the Marine Corps Base Command Religious Program by helping to meet the religious needs of active duty personnel and their family members.

b. Private organizations must obtain authorization to operate aboard Camp Lejeune from the Commanding General, Marine Corps Base. The Assistant Chief of Staff (AC/S), Marine Corps Community Services (MCCS), is delegated authority to administer all matters related to private organizations aboard the Base. The Command Chaplain is delegated authority to administer all matters related to private religious organizations aboard the Base.

(1) Prior to receiving authorization to operate aboard MCB, enclosure (1) or (2) must be signed by a duly appointed officer of the organization and submitted to the AC/S, MCCS (Attn: Operations Division).

(2) All currently-authorized private organizations must submit a request to operate aboard MCB within 60 days of notification by the AC/S, MCCS, ensuring compliance with the policies and requirements of this Order.

c. Private organizations are not entitled to sovereign immunity and privileges accorded to Federal entities and instrumentalities, and are not to be treated as such. In order to avoid conflicts of interest and unauthorized expenditures of appropriated, commissary surcharge, or nonappropriated funds:

(1) There shall be no financial assistance to a private organization from a Nonappropriated Fund Instrumentality (NAFI) in the form of contributions, repairs, services, dividends, or other donations of money or other assets.

(2) NAFI funds or assets shall not be directly or indirectly transferred to private organizations.

d. Private organizations will not engage in activities that compete with those of any NAFI aboard MCB.

e. Adequate insurance, as deemed appropriate by the Commanding General (AC/S, MCCS), shall be secured in order to protect against public liability and property damage claims or other legal actions that may arise as a result of activities of the organization or one or more of its members acting in its behalf. The review of insurance

policies is limited solely to determining whether the interests of the U.S. Government are adequately protected. If the AC/S, MCCS, determines that the interests of the U.S. Government can be adequately protected without the private organization obtaining insurance, the private organization may be relieved of the obligation to obtain insurance, provided, each member of the private organization signs a Waiver of Liability and Assumption of Risk Agreement as provided in enclosure (3).

f. Private Organizations are not NAFI, nor is there an official relationship between their activities and those of DoD personnel who are members and/or participants. Personal and professional participation in private organizations by DoD employees is governed by reference (b).

g. Income shall not accrue to individual members, except through wages and salaries as employees of the private organization or as award recognition for service rendered to the private organization or military community. Investment clubs, in which the investment of the members' personal funds results in a return on investment directly and solely to the individual members, are authorized.

h. Private organizations will be limited to not more than one-third civilian personnel of the total membership strength so as to maintain the private organization as an entity that is operated for the primary benefit of military personnel and their family members.

i. Authorized private organizations may be permitted to utilize Base facilities, services, and equipment whenever consistent with the military mission and otherwise in conformance with applicable laws, regulations and installation procedures. Authorized support for private organizations is outlined in enclosure (4).

j. Due to the limited scope of their activities, informal funds (e.g.; office coffee funds, flower funds, similar small informal activities, and funds) may be established and operated with permission from the officer exercising general court-martial jurisdiction (OEGCMJ) over the unit or organization concerned. The following guidelines apply:

(1) Membership will be voluntary and normally limited to a small group of employees.

(2) Income shall be limited to amounts required to support the fund.

BO 5760.3M  
**18** JAN 2001

(3) Accumulation of funds in excess of \$100.00 is prohibited. This can be accomplished by collection when an event occurs, e.g., when coffee or flowers are required.

4. Execution. Private organizations authorized per this Order are subject to the following restrictions:

a. Activities conducted will not prejudice or discredit the interests of the Marine Corps or other government agencies.

b. To prevent the appearance of an official sanction or support, a private organization shall not use any of the following in its title or letterhead: name, abbreviation, seal, logo, insignia, or the like, used by any DoD Component to identify any of its programs, locations, or activities.

c. Membership discrimination based on race, color, sex, creed, or national origin is prohibited. Establishment of cultural, ethnic, or religious private organizations is allowed, provided that membership is not restricted or discriminatory on the above bases.

d. Private organizations will be generally self-sustaining, primarily through dues, contributions, service charges, fees, or special assessments of members. Fundraising and membership drives are governed by reference (b).

e. Private organizations will not engage in resale activities except through:

(1) Thrift shop sales of used clothing and used merchandise.

(2) Museum shop sales of items related to museum activities.

(3) Hidden Talents Craft Shop

(4) Occasional sales for fundraising purposes, such as dances, carnivals, etc., as approved by the Commanding General (AC/S, MCCS).

f. Exceptions to the above restrictions will only be approved by the Commanding General (AC/S, MCCS) if:

(1) NAFTI, such as the military exchanges, cannot provide the product.

18 JAN 2001

(2) Merchandise is sold only to members and is directly related to the purpose and function of the private organization.

(3) There is full compliance with references.

g. Private organizations subject to this Order must formally create a written constitution, By-Laws, Charter, Articles of Agreement, or other functional equivalent acceptable to the AC/S, MCCS, that delineates the nature, functions, and objectives of the private organization. This documentation must also:

(1) Establish the nature, function, and objectives of the organization to include a description of membership eligibility.

(2) Detail management responsibilities, to include the accountability for assets, satisfaction of liabilities, disposition of any residual assets on dissolution, and other matters that show responsible financial management.

(3) Acknowledge that personal, financial responsibility for debts and liabilities of the organization is possible and will be governed by North Carolina State law.

(4) Establish procedures for periodic audits by officials of the organization, association, or club.

(5) Reflect the policies and requirements outlined in this Order.

h. The discontinuance of a private organization may be based on the initiative of the membership or a decision by the Commanding General (AC/S, MCCS).

i. Mere membership in a private organization does not confer the privilege of using base facilities. Private organizations that use base facilities will ensure that only those private organization members individually authorized to use such facilities by reference (a) or by CMC waiver participate in events conducted in MCCS facilities. Requests by private organizations to utilize base facilities or equipment should be submitted in writing to the AC/S, MCCS.

j. Private organizations will ensure compliance with applicable fire and safety regulations, environmental laws, local, State, Federal tax codes, and any other applicable statutes and regulations.

18 JAN 2001

k. Commanding Generals, Commanding Officers and Officers-in-Charge

(1) Review the operation of informal funds as detailed in paragraph 5i of this Order and ensure compliance.

(2) Ensure widest dissemination of the contents of this Order.

1. Assistant Chief of Staff, Marine Corps Community Services

(1) Provide oversight for private organizations operating aboard MCB (except for religious organizations) to include their establishment and discontinuance.

(2) Review all requests for support and approve/disapprove based on governing regulations and availability of resources.

(3) Review and approve/disapprove all fundraising events by private organizations aboard MCB.

(4) Conduct periodic reviews of all private organizations to ensure that the membership provisions and purposes continue to apply; thereby, justifying continuance on the installation. Reviews will also ensure compliance with enclosure (5).

(5) Provide reports on private organizations aboard MCB to the Assistant Secretary of Defense for Force Management Policy, as requested.

(6) Ensure the Base Scouting Coordinator signs annual charter applications for Scout units to operate aboard MCB since no individual authorization to operate will be issued to troops, packs, etc.

m. Command Chaplain

(1) Maintain staff cognizance for private religious organizations operating aboard MCB to include the establishment and discontinuance of these organizations.

(2) Conduct periodic reviews of all private religious organizations to ensure that the membership provisions and purposes, on the basis of which the organization was authorized, continue to apply, thereby justifying continuance on the installation.

(3) Act as property control officer for government facilities/property which may be used by a private religious group.

(4) Notify the AC/S, MCCS of private religious organizations authorized to operate aboard MCB.

n. Private Organizations

(1) Submit a letter, sample at enclosure (6), to the Commanding General (AC/S, MCCS) requesting authority to operate. Include a copy of the constitution and By-Laws or Articles of Agreement.

(2) Obtain and submit a copy of insurance policy, if required, along with enclosure (1).

(3) Submit enclosure (2) and ensure membership signs enclosure (3), if insurance is not required.

(4) Submit changes to such constitution, By-Laws, or Articles of Agreement to the Commanding General (AC/S, MCCS) for review and approval prior to being placed into effect.

(5) Submit updated insurance policy when changes are required and 30 days written notice prior to the termination of an existing policy to the Commanding General (AC/S, MCCS).

(6) Each Private Organization will submit an annual financial statement as of 30 September of each year. Reports will be submitted within 30 days after the end of the fiscal year (by 30 October). The financial statement will be submitted in the format outlined in enclosure (8), except that activities desiring to submit audit reports prepared by certified auditors and/or accountants may submit their reports as prepared. In all cases, the financial statements must be certified by the person(s) conducting the audit.

(7) Maintain records documenting compliance with enclosure (5) to be used in MCB reviews.

(8) Submit a letter to the AC/S, MCCS, (Attn: Operations Division) requesting use of facilities, services, equipment, etc., at least 30 days in advance of event.

(9) Submit a letter to the AC/S, Training, Education and Operations requesting audiovisual equipment support at least 30 days in advance.

(10) Submit a letter requesting approval of all fundraising events to the AC/S, MCCA (Attn: Operations Division) at least 60 days in advance.

(11) Provide an updated listing of organization Officers with addresses and daytime phone numbers within 10 days of change to AC/S, MCCA (Attn: Operations Division).

(12) Notify the Base or MCCA Property Control Officer, as applicable, of any change of responsible officer and coordinate required inventory of all government property within 10 days of the change. In the case of private religious organizations using property assigned to the Command Chaplain, this requirement is waived.

(13) Prior to disestablishment, and/or disposal of residual assets and liabilities, forward a letter to the Commanding General (AC/S, MCCA) providing notice of plans for dissolution and means of disposing of residual assets and liabilities.

o. Private Religious Organizations

(1) Submit a letter, sample at enclosure (7), to the Commanding General (Command Chaplain) requesting authority to operate. Include the following:

(a) Copy of the constitution and By-Laws or Articles of Agreement.

(b) Copy of a creed, confession, or other summary statement of the tenets of the organization.

(c) A list of members of/adherents to the organization and a statement that no more than one-third of such persons are civilian personnel.

(d) A copy or statement of the local leader's ordination, endorsement by national body, or other credentials.

(2) Comply with other criteria required of private organizations as set forth in this Order except that all references to AC/S, MCCA will be complied with by changing them to Command Chaplain.

5. Administration and Logistics. Ms. Heidi Anastasia, Projects Manager, Operations Division, MCCA, Building 1401, 451-2518.



BO 5760.3M  
18 JAN 2001

6. Command and Signal

- a. Signal. This directive effective date signed.
- b. Command. This Order has been coordinated with and concurred in by the Commanding Generals, II Marine Expeditionary Force; 2d Marine Division; and 2d Force Service Support Group.



A. J. KARLE JR.  
Chief of Staff

DISTRIBUTION: A plus AC/S, MCCS(75)

BO 5760.3M  
18 JAN 2001

**MEMORANDUM OF AGREEMENT  
(INSURANCE REQUIRED)**

**BETWEEN**

**MARINE CORPS BASE,**

**CAMP LEJEUNE, NORTH CAROLINA**

**AND**

**(NAME OF ORGANIZATION)**

I. **PURPOSE.** The purpose of this Memorandum of Agreement is to formalize the terms and conditions under which (Name of Organization) will be authorized to operate as a private organization aboard Marine Corps Base, Camp Lejeune. For the purpose of this agreement, Marine Corps Base, Camp Lejeune will hereinafter be referred to as MCB and (Name of Organization) will hereinafter be referred to as (Name of Organization). Unless otherwise specified, the MCB representative for this agreement is the Assistant Chief of Staff, Marine Corps Community Services (MCCS).

II. **TERMS AND AGREEMENTS OF AGREEMENT:**

a. **MCB Hereby Agrees:**

(1) That upon request, within capabilities, to provide (Name of Organization) the use of clubs, meetings rooms, or other accommodations as appropriate.

(2) To provide, within capabilities, audiovisual equipment support to (Name of Organization) as requested.

b. **(Name of Organization) Hereby Agrees:**

(1) That in the event of mobilization, or other emergencies, MCB retains the right to terminate this agreement without advance notice to (Name of Organization).

**Agreement 29844**

ENCLOSURE (1)

18 JAN 2001

(2) That MCB retains the right to bar persons who violate Federal Regulations pertaining to security, fire, health and safety, solicitation of funds or commerce, and conduct.

(3) To comply with all Federal Regulations pertaining to private organizations on Department of Defense installations to include those pertaining to security, fire, health and safety, solicitation of funds or commerce, and conduct while aboard MCB.

(4) To reimburse MCB for damages to government property caused by members of (Name of Organization). (Name of Organization) further agrees that MCB will not be responsible for damage to (Name of Organization) property caused by the same.

(5) To provide third-party personal injury liability insurance and name the Commanding General, Marine Corps Base, Camp Lejeune as an additional insured party under any such insurance policy. The aforesaid policy is to protect the United States against liability arising out of or incident to (Name of Organization) activities or its use of facilities or equipment incident thereto.

(6) That all insurance required by this agreement shall be in such form, for such amounts, and for such periods of time as MCB may require. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be submitted to, and approved by, the MCB representative prior to use of MCB premises, facilities, and equipment. (Name of Organization) further agrees to provide written notice 30 days prior to the termination of existing insurance policies.

(7) Do not engage in activities that compete with those of any nonappropriated fund instrumentality aboard MCB.

(8) To submit amendments to (Name of Organization) constitution, By-Laws, or Articles of Agreement to the MCB representative for review prior to enactment of any changes.

(9) To limit membership to not more than one-third civilian personnel of the total membership strength.

(10) To request the use of clubs, meeting rooms, or other accommodations from the MCB representative at least 30 days in advance.

ENCLOSURE (1)

(11) To request audiovisual equipment support from the Assistant Chief of Staff, Training, Education and Operations at least 30 days in advance.

(12) To include an acknowledgement in (Name of Organization) constitution, By-Laws, or Articles of Agreement that personal and/or organizational financial responsibility for debts and liabilities of (Name of Organization) is possible and these debts and liabilities will be governed by North Carolina State law.

(13) That mere membership in (Name of Organization) does not confer the privilege of using MCB facilities. Only (Name of Organization) members authorized to do so in there own right can utilize such facilities.

III. **MODIFICATIONS**. Either party to this agreement may initiate agreement reviews and/or modifications whenever conditions warrant. Any changes, modifications, or amendments to this agreement shall be in writing and subject to the approval of both parties.

IV. **EFFECTIVE DATE**. This Memorandum of Agreement will become effective upon its execution and shall remain in force through ( Date) or until the organization is discontinued either upon the initiative of the membership or a decision by the Commanding General (Assistant Chief of Staff, MCCS).

V. **VIOLATIONS**. Violation of any of the terms of this Memorandum Of Agreement gives the Commanding General, Marine Corps Base, Camp Lejeune or his/her agent, the authority to cancel this agreement without advance notice to (Name of Organization).

\_\_\_\_\_  
A. L. RITTER  
Deputy Assistant Chief of Staff  
Marine Corps Community Services  
By direction of the  
Commanding General

\_\_\_\_\_  
NAME  
Title  
(Name of Organization)  
(Address)  
(City, State, Zip)

ENCLOSURE (1)

MEMORANDUM OF AGREEMENT  
(INSURANCE NOT REQUIRED)

BETWEEN

MARINE CORPS BASE,

CAMP LEJEUNE, NORTH CAROLINA

AND

(NAME OF ORGANIZATION)

I. **PURPOSE.** The purpose of this Memorandum of Agreement is to formalize the terms and conditions under which (Name of Organization) will be authorized to operate as a private organization aboard Marine Corps Base, Camp Lejeune. For the purpose of this agreement, Marine Corps Base, Camp Lejeune will hereinafter be referred to as MCB and (Name of Organization) will hereinafter be referred to as (Name of Organization). Unless otherwise specified, the MCB representative for this agreement is the Assistant Chief of Staff, Marine Corps Community Services (MCCS).

II. **TERMS AND AGREEMENTS OF AGREEMENT:**

a. **MCB Hereby Agrees:**

(1) That upon request, within capabilities, to provide (Name of Organization) the use of clubs, meetings rooms, or other accommodations as appropriate.

(2) To provide, within capabilities, audiovisual equipment support to (Name of Organization) as requested.

b. **(Name of Organization) Hereby Agrees:**

(1) That in the event of mobilization, or other emergencies, MCB retains the right to terminate this agreement without advance notice to (Name of Organization).

(2) That MCB retains the right to bar persons who violate Federal Regulations pertaining to security, fire, safety, and health, solicitation of funds or commerce, and conduct.

Agreement 29844  
ENCLOSURE (2)

BO 5760.3M  
18 JAN 2001

(3) To comply with all Federal Regulations pertaining to private organizations on Department of Defense installations to include those pertaining to security, fire, safety, health, solicitation of funds or commerce, and conduct while aboard MCB.

(4) To reimburse MCB for damages to government property caused by members of (Name of Organization). (Name of Organization) further agrees that MCB will not be responsible for damage to (Name of Organization) property caused by the same.

(5) To ensure that all members will sign the Waiver of Liability and Assumption of Risk Agreement prior to participating in any activities aboard MCB. All waivers must be submitted to the MCB representative prior to use of MCB premises, facilities, and equipment.

(6) Do not engage in activities that compete with those of any nonappropriated fund instrumentality aboard MCB.

(7) To submit amendments to (Name of Organization) constitution, By-Laws, or Articles of Agreement to the MCB representative for review prior to enactment of any changes.

(8) To limit membership to not more than one-third civilian personnel of the total membership strength.

(9) To request the use of clubs, meeting rooms, or other accommodations from the MCB representative at least 30 days in advance.

(10) To request audiovisual equipment support from the Assistant Chief of Staff, Training, Education and Operations at least 30 days in advance.

(11) To include an acknowledgement in (Name of Organization) constitution, By-Laws, or Articles of Agreement that personal and/or organizational financial responsibility for debts and liabilities of (Name of Organization) is possible and these debts and liabilities will be governed by North Carolina State law.

(12) That mere membership in (Name of Organization) does not confer the privilege of using MCB facilities. Only (Name of Organization) members authorized to do so in their own right can Utilize such facilities.

ENCLOSURE (2)

BO 5760.3M  
18 JAN 2001

III. **MODIFICATIONS**. Either party to this agreement may initiate agreement reviews and/or modifications whenever conditions warrant. Any changes, modifications, or amendments to this agreement shall be in writing and subject to the approval of both parties.

IV. **EFFECTIVE DATE**. This Memorandum of Agreement will become effective upon its execution and shall remain in force through \_\_\_\_\_ (date) or until the organization is discontinued either upon the initiative of the membership or a decision by the Commanding General (Assistant Chief of Staff, MCCS).

V. **VIOLATIONS**. Violation of any of the terms of this Memorandum of Agreement gives the Commanding General, Marine Corps Base, Camp Lejeune, or his/her agent, the authority to cancel this agreement without advance notice to (Name of Organization).

\_\_\_\_\_  
A. L. RITTER  
Deputy Assistant Chief of Staff  
Marine Corps Community Services  
By direction of the  
Commanding General

\_\_\_\_\_  
NAME  
Title  
(Name of Organization)  
(Address)  
(City, State, Zip)

ENCLOSURE (2)

**WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

In consideration of the privilege of allowing myself to participate in (Name of Organization) aboard Camp Lejeune, and further recognizing the voluntary nature of my participation, I, the undersigned person, intending to be legally bound, hereby promise to waive for myself, my guardians, heirs, executors, administrators, legal representatives and any other persons on my behalf, any rights and claims for damages, demands, and other actions whatsoever, including those attributable to simple negligence, which I may have against any of the following persons or entities: the United States of America; the Department of Defense; the Department of the Navy; the United States Marine Corps; Marine Corps Base, Camp Lejeune, North Carolina; any and all individuals assigned to or employed by the United States, the Department of Defense, including but not limited to the Secretary of Defense; the Secretary of the Navy; the Commandant of the Marine Corps; the Commander, U.S. Marine Forces, Atlantic; the Commanding General, II Marine Expeditionary Force; the Commanding General, 2d Marine Division; the Commanding General, 2d Force Service Support Group; and the Commanding General, Marine Corps Base, Camp Lejeune, North Carolina; in both their official and personal capacities, and entities' representatives, successors and assigns; which said injuries arise out of my participation in such activities.

I EXPRESSLY, KNOWINGLY, AND VOLUNTARILY ASSUME THE RISKS ASSOCIATED WITH SUCH ACTIVITIES FOR MYSELF, and agree to hold the United States and the aforementioned parties harmless for any resulting injury. I understand that this assumption of risk agreement shall remain in effect until notice of cancellation is received by the Commanding General, Marine Corps Base, Camp Lejeune, North Carolina. I understand that, should I decline to execute this agreement, I will not be permitted to participate in these activities.

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of Participant)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Participant)

ENCLOSURE (3)



AUTHORIZED SUPPORT FOR PRIVATE ORGANIZATIONS

1. General. Private organizations are generally self-sustaining, primarily through dues, contributions, service charges, fees, or special assessment of members. However, minimal logistical support is authorized dependent upon the type of private organization and authority under which organized. There will be no direct financial assistance to a private organization from a nonappropriated fund instrumentality in the form of contributions, dividends, or other donations of moneys or other assets, except as specifically authorized by the Secretary of the Navy.

2. Authorized Support for Organizations. The amount and type of support, both reimbursable and nonreimbursable, provided to a private organization varies according to the authority under which it is organized and classified.

a. Support provided to credit unions, banking offices, United Seamen's Service, United Services Organization, and the American Red Cross is governed by separate directives. Provisions of law require specific policies and procedures for these organizations.

b. Other private organizations are authorized the use of space and operation and maintenance services incident to occupancy of that space without reimbursement in recognition that their activities are conducted for the benefit of members of the DoD family.

c. Intra-station (Class B) telephone service is authorized for all activities subject to reimbursement; however, access to AUTOVON must be specifically approved by the Secretary of Defense.

d. Commercial charges for telephone service are reimbursable when arrangements cannot be made for direct billing of these costs to the private organization.

e. Government-owned equipment may be temporarily loaned or rented on a DoD installation within limits of availability imposed by other mission requirements. However, agreement must be made that costs of repair or restoration upon return of the equipment after temporary use will be borne by the private organization.

ENCLOSURE (4)

BO 5760.3M  
18 JAN 2001

3. Facility Support for Organizations

a. The nature of activities conducted by most organizations normally requires only enough space in which to conduct meetings. Reimbursement is not required for any cost incident to the use of such space on an occasional basis, provided that the use will entail no added real property maintenance expense.

b. In situations when a private organization requires exclusive use of installation real property on a full-time basis, an out grant document is required. Reimbursement for costs of space occupied, utilities, maintenance, and other support services is required, unless waived by the Commanding General on the basis of cost considerations of uneconomical billing or benefit of the activity in contributing to the welfare of DoD personnel.

ENCLOSURE (4)

**REVIEW CHECKLIST FOR PRIVATE ORGANIZATIONS**

STANDARD	COMPLIANCE YES/NO	COMMENTS
<b>A. CONSTITUTION/</b>		
A.1. Documents meet the requirements of BO 5760.3M and are available to members.		
A.2. Membership provisions and purposes, upon which the organization was authorized, continue to apply.		
A.3. Documentation indicates members understand their personal liability if the organization's assets are insufficient to discharge all liabilities.		
A.4. Unauthorized names, abbreviations, seals, logos or insignias are not used.		
A.5. Changes to Constitution/ were approved by CG prior to being placed into effect.		
<b>B. MEMBERSHIP</b>		
B.1. Updated listing of Officers, Property Responsible Officer, and Membership is on file.		
B.2. There is not more than one-third civilian personnel of total membership.		
B.3. Antidiscrimination policy/procedures are in effect.		
<b>C. INSURANCE/WAIVER OF LIABILITY</b>		
C.1. Insurance policy, if required, is current and coverage is sufficient.		
C.2. Waiver of Liability and Assumption of Risk Agreement is signed and on file for all members if insurance is not required.		

BO 5760.3M  
**18 JAN 2001**

STANDARD	COMPLIANCE YES/NO	COMMENTS
<b>D. FINANCIAL</b>		
D.1. Organization is primarily self-sustaining through dues, contributions, revenue charges, fees or special assessments of members.		
D.2. Income did not accrue to individuals except for wages, salaries, or as award recognition.		
D.3. NAF monies were not accepted in the form of contributions, repairs, dividends, or other donations.		
D.4. Accurate financial records are submitted yearly to MCCA, to include most recent audit. Financial records will be maintained at all times and available for review.		
D.5. There is compliance with all Local/State/Federal tax codes.		
D.6. There is compliance with all fundraising regulations.		
<b>E. FIRE/SAFETY/ENVIRONMENTAL</b>		
E.1. Copies of inspection reports are on file and all discrepancies corrected.		
E.2. All organization events/activities/meetings comply with fire/safety/environmental regulations.		

ENCLOSURE (5)

BO 5760.3M  
18 JAN 2001

**SAMPLE LETTER REQUESTING  
ESTABLISHMENT OF PRIVATE ORGANIZATION**

ORGANIZATION  
Address

Date

From: (President/Secretary or individual desiring to establish  
Private Organization)  
To: Commanding General (Assistant Chief of Staff, Marine Corps  
Community Services), Marine Corps Base, Camp Lejeune, North  
Carolina 28542-0004  
Subj: REQUEST TO ESTABLISH A PRIVATE ORGANIZATION ABOARD MCB CAMP  
LEJEUNE

Ref: (a) BO 5760.3M

Encl: (1) Proposed Constitution  
(2) Proposed By-Laws and/or Articles of Agreement

1. Per the reference, (name of organization) requests authority to operate as a private organization aboard Marine Corps Base, Camp Lejeune.
2. The purpose of the activity is as follows: (Describe briefly).
3. The following facilities and services are requested:
4. The following elected officials may be contacted: (Names, addresses and daytime telephone numbers).
5. Enclosures (1) and (2) are forwarded for review and approval.
6. I understand that after review of enclosures (1) and (2), if deemed appropriate, adequate insurance will be secured by this organization. If it is determined that insurance is not necessary, then a Waiver of Liability and Assumption of Risk Agreement will be signed by all members.

---

Signature

ENCLOSURE (6)

BO 5760.3M  
18 JAN 2001

**SAMPLE LETTER REQUESTING ESTABLISHMENT OF  
A PRIVATE RELIGIOUS ORGANIZATION**

ORGANIZATION  
Address

Date

From: (Leader or Military Sponsor of Organization)  
To: Commanding General (Command Chaplain), Marine Corps Base,  
Camp Lejeune, North Carolina 28547  
Subj: REQUEST TO ESTABLISH A PRIVATE RELIGIOUS ORGANIZATION ABOARD  
MCB CAMP LEJEUNE  
Ref: (a) BO 5760.3M  
Encl: (1) List of Name and Addresses of Members or Adherents  
(2) Organization Headquarters' Name, Address and Phone  
Number  
(3) Local Leader's Name, Address and Phone Number  
(4) Military Sponsor's Name, Address and Phone Number  
(5) Copy of Creed, Confessions, or other Summary Statement  
of Beliefs and Tenets of the Organization  
(6) Copy of Statement of Leader's Ordination, Church  
Endorsement, or other Credentials  
(7) Copy of Proposed Constitution and Bylaws and/or Articles  
of Agreement

1. Per the reference, (name of organization) requests authority to operate as a private religious organization aboard MCB, Camp Lejeune. It is understood that the information and enclosures are submitted voluntarily and the organization is not required to furnish them. It is understood that failure to furnish them will result in a denial of this request.

2. The purpose of our organization is to provide religious ministry to our members/adherents, listed in enclosure (1), of whom no more than one-third are civilian. Our planned activities will include: (describe).

3. The following facilities and services are requested:

4. Our organization's leaders may be contacted per enclosures (2), (3) and (4).

ENCLOSURE (7)

**18 JAN 2001**

5. A copy of the organization's Creed, Confession, or other Summary Statement of Beliefs and Tenets is submitted in enclosure (5).
6. A copy of statement of the local spiritual leader's ordination, endorsement, or other credentials is submitted in enclosure (6).
7. A copy of the proposed constitution and By-Laws and/or Articles of Agreement is submitted in enclosure (7) for review and approval.
8. Theological, organizational, or other distinctive tenets which would preclude this organization's members'/adherents' religious need and desires from being met by present chaplains, Command Religious Programs, or local civilian churches are as follows: (summarize).
9. Due to the nature and functions of our organization, we submit that no insurance policy will be required to protect the U.S. Government and the U.S. Marine Corps from incurring liability from suit filed against this organization. Therefore, all members/adherents of this organization will sign a Waiver of Liability and Assumption of Risk Agreement.

---

Signature

ENCLOSURE (7)

BO 5760.3M  
18 JAN 2001

# **SAMPLE FINANCIAL STATEMENT**

(Name of Private Organization)

BALANCE SHEET AS OF 30 September 1986

15 October 1986  
(date submitted)

**CASH:**

Petty Cash Fund	<u>\$20.00</u>	
Change Fund	<u>\$25.00</u>	
Checking Account	<u>\$125.72</u>	
Savings Account	<u>\$98.40</u>	
TOTAL CASH		<u>\$269.12</u>

ASSETS

**OTHER ASSETS:** (Cost less Accumulated Depreciation)

Resale Merchandise	\$102.00	
Equipment	\$231.00	
Other (specify)		
TOTAL ASSETS OTHER THAN CASH		<u>\$333.00</u>

TOTAL ASSETS		<u>\$602.12</u>
--------------	--	-----------------

LIABILITIES AND CAPITAL

**CURRENT LIABILITIES:**

Accounts Payable	<u>\$175.12</u>	
Taxes Withheld	<u>\$19.06</u>	
Other (specify)		
TOTAL LIABILITIES		<u>\$194.18</u>

**CAPITAL:**

Operating Capital, 1 Oct 1985	<u>\$510.04</u>	
Increase (Decrease) - (See Schedule 1)	<u>-\$102.10</u>	
Operating Capital, 30 Sep 1986		<u>\$407.94</u>

TOTAL LIABILITIES & CAPITAL		<u>\$602.12</u>
-----------------------------	--	-----------------

Submitted:

Approved:

Treasurer

President

This Financial Report audited and found to be correct.

Date

Signature of Auditor

ENCLOSURE (8)